

REMARKS

I. General

Claims 1-13, 15-22, and 29-38 are pending in the present application and stand rejected by the Office Action. Claims 1-5, 7-11, 13, and 29-37 are rejected under 35 U.S.C. § 103 as being unpatentable over *Liechti et al.* U.S. Patent Number 5,715,164 (hereinafter *Liechti*) in view of *Bator et al.* US 2005/0192912 (hereinafter *Bator*). Claim 6 is rejected under 35 U.S.C. §103 as being unpatentable over *Liechti* in view of *Bator*, in further view of *Meadows et al.* US 2004/0194154 (hereinafter *Meadows*). Claims 12, 15-22, and 38 are rejected under 35 U.S.C. §103 as being unpatentable over *Liechti* in view of *Bator* in further view of *Manduley* US 2004/0098354 (hereinafter *Manduley*). Claims 2-4, 9-10, and 29 are amended herein.

II. Claim Amendments

Claims 2-4, 9-10, and 29 are amended. Claims 2-4 and 9-10 are amended herein to correct the claims' antecedent basis. Claim 29 is amended to further clarify the claimed invention. No new matter is added.

III. 35 U.S.C. § 103 Rejections

The test for non-obvious subject matter is whether the differences between the subject matter and the prior art are such that the claimed subject matter as a whole would have been obvious to a person having ordinary skill in the art. The United States Supreme Court in *Graham v. John Deere and Co.*, 383 U.S. 1 (1966) set forth the factual inquiries which must be considered in applying the statutory test: (1) determining the scope and content of the prior art; (2) ascertaining the differences between the prior art and the claims at issue; and (3) resolving the level of ordinary skill in the pertinent art. As discussed further hereafter, Applicant respectfully asserts that the claims include non-obvious differences over the cited references. Thus, the rejections should be withdrawn because when considering the scope and content of the applied references there are significant differences between the applied combination and rejected claims, as the applied combination fails to disclose all elements of the rejected claims.

A. Rejections of claims 1-11, 13, and 29-37

1. Claims 1-7, and 34-35

Claims 1-5, 7, and 34-35 are rejected under 35 U.S.C. § 103 as being unpatentable over *Liechti* in view of *Bator*. Claim 6 is rejected under 35 U.S.C. §103 as being unpatentable over *Liechti* in view of *Bator*, in further view of *Meadows*. Applicant traverses the rejections.

Claim 1 recites a “postage evidencing meter ... having a plurality of entries, wherein ... each entry includes at least one parameter, wherein the parameter limits an ability of the associated user to evidence postage using the meter” The Office Action relies on *Liechti* as disclosing the claim language. Applicant respectfully notes that as explained in the Pre-Appeal Brief of March 31, 2009, which caused the prosecution of this case to be reopened, *Liechti* does not disclose storing a parameter for individual *users* of a meter, but rather stores limits for the *meter* itself. See, Abstract, col. 5, lines 5-10. Accordingly, the system of *Liechti* is only capable of limiting the usage of each meter in that system, and not limiting an ability of the user associated with a parameter entry to evidence postage using the meter, as recited by claim 1. Said another way, *Liechti* imposes meter limits, not user limits. Thus, *Liechti* fails to disclose at least this limitation.

Claim 1 also recites “A postage evidencing meter ... having a plurality of entries, wherein each entry is associated with a user of the plurality of users” The Office Action admits that *Liechti* does not teach storing a plurality of entries, wherein each entry is associated with a user of a plurality of users and relies upon *Bator* as disclosing this feature, in that it describes Data Center 30 including one or more meter accounts. Office Action at 3.

Applicant respectfully points out that the forgoing claim language requires the recited plurality of entries be part of a postage evidencing meter. Regardless of whether *Bator* stores multiple meter accounts at Data Center 30, because Data Center 30 is not a postage evidencing meter, *Bator*’s teachings do not disclose a “postage evidencing meter ... having a plurality of entries” (emphasis added). Nor does the Examiner assert otherwise. As such, the cited portions of *Liechti* and *Bator* do not teach a postage meter having a plurality of entries, wherein each entry is associated with a user of a plurality of users. Thus, a prima facie case

of obviousness has not been made, and Applicant requests the rejection of record be withdrawn.

Moreover, modifying Leichti to include the information entries stored in *Bator*'s meter accounts 50_{1-M} would not render the claim obvious because the information stored by *Bator*'s meter accounts 50_{1-M} do not meet the claim language. The individual meter accounts 50_{1-M} of *Bator* do not comprise "a plurality of entries ... of the plurality of users" The information file stored in *Bator*'s meter account 50 corresponds to a single user, not a plurality of users. Thus, the individual meter accounts 50_{1-M} do not comprise a plurality of entries, wherein each entry is associated with a user of the plurality of users, but rather the meter accounts 50_{1-M} comprise a single information file associated with a single user.

Specifically, *Bator* explains that the system obtains a USPS license under the service provider's name for a meter, which is ready for use except that it is disabled because it has not yet been assigned to a customer. *Bator* at paragraph [0042]. When a customer registers for a license, the system selects one of the disabled meters and "loans" it to the customer. *Bator* at beginning of paragraph [0043]. At this point, the information stored in meter account 50 comprises information about the customer "borrowing" the meter. The cited portions of *Bator* do not teach that information about any other customer of a plurality of customers is stored in the "loaner" meter. Thus, the "loaner meters" do not teach a "postage evidencing meter ... having a plurality of entries, wherein each entry is associated with a user of the plurality of users"

While the customer uses the loaner meter, the system attempts to secure a USPS meter license for the customer. When the customer receives his own USPS license, the system transfers the loaner meter to the customer by uninstalling the UPSP meter license from the loaner meter and installing the customer's meter license. *Bator* at paragraph [0046]. As a result, the loaner meter is converted into the customer's permanent meter. At this point, the information stored in the meter account 50 still comprises information about the customer. The cited portions of *Bator* do not teach that information about any other customer of a plurality of customers is stored in the meter. Thus, the "permeate meters" do not teach a "postage evidencing meter ... having a plurality of entries, wherein each entry is associated with a user of the plurality of users"

At no point in the transactions described above does an individual meter account 50 comprise a plurality of entries as claimed. The meter is devoted to a single user, the customer. Accordingly, a combination of *Liechti* and *Bator* would not result in a “postage evidencing meter ... having a plurality of entries, wherein each entry is associated with a user of the plurality of users . . .” Consequently, the combination of *Liechti* and *Bator* does not disclose all elements of the claimed invention.

Further, one of ordinary skill would not modify *Liechti*’s meter 101 such that it stored the information in *Bator* cited by the Office Action. The Office Action cites to *Bator*’s Data Center 30 comprising meter accounts 50_{1-M}. Office Action at 3. As explained above, the entries stored in each individual meter account 50 corresponds to that meter’s/customer’s USPS meter license. One of ordinary skill would not store the meter license of customer A inside the meter of customer B because customer B’s meter would have no legitimate use for such information. Rather, one of ordinary skill would recognize customer B’s meter should not store the meter licenses of other customers, because customer B could perpetuate fraud by using the other customer’s meter licenses fraudulently. Thus, one of ordinary skill would not move the information cited in *Bator* into the meter of *Liechti* because the information would be useless and may propagate fraud.

Accordingly, the combination of *Liechti* and *Bator* does not disclose all elements of the claimed invention. Therefore, Applicant respectfully asserts that for the above reasons, claim 1 is patentable over the 35 U.S.C. § 103 rejection of record.

Dependent **claims 2-7 and 34-35** each depend from independent claim 1. “If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988).” MPEP 2143.03. As shown above, claim 1 is nonobvious; thus, claims 2-7 and 34-35 depending therefrom are likewise nonobvious. Accordingly, Application requests the rejections of record be withdrawn and the claims be allowed. Moreover, the claims include limitations that further distinguish the claims from the references.

For example, claim 2 requires “the parameter comprises: a maximum postage amount that the associated user of said plurality of users is allowed to use on the meter to evidence

postage.” The Office Action relies on column 5, lines 5-9 of *Liechti* as teaching a postage amount limit. Office Action at 4. However, the limit in *Liechti* limits the postage amount a meter can evidence. *Liechti* sets meter limits, not user limits as required by the claim. As such, the relied upon teachings fail to disclose limitations of the claim.

Another example is claim 3 which recites “the parameter comprises: a period of time during which the associated user of said plurality of users is allowed to use the meter to evidence postage.” The Office Action relies on column 5, lines 5-9 and 33-55 of *Liechti* as teaching a period of time parameter. Office Action at 4. However, the limit in *Liechti* limits the period of time a meter can evidence postage. *Liechti* sets meter limits, not user limits as required by the claim. As such, the relied upon teachings fail to disclose limitations of the claim.

In another example, claim 4 recites “the parameter comprises: a maximum postage amount that the associated user of said plurality of users is allowed to use on the meter to evidence postage over a selected period of time.” The Office Action relies on *Liechti* as teaching the limitation. Office Action at 5. Again, *Liechti* sets meter limits, not user limits as required by the claim. As such, the relied upon teachings fail to disclose limitations of the claim.

2. Claims 8-11, 13, 29-33, and 36-37

Claims 8-11, 13, 29-33, and 36-37 are rejected under 35 U.S.C. § 103 as being unpatentable over *Liechti* in view of *Bator*. Applicant traverses the rejections.

Independent **Claim 8** recites “separately storing at least one postage usage parameter for each user of a plurality of users of the meter” Independent **Claim 29** recites “separately storing at least one postage usage parameter for each user of a plurality of users of a postage meter” Contrary to the Office Action’s assertion on pages 6 and 9, *Liechti* does not disclose storing a parameter for individual *users* of a postage meter, but rather the system of *Liechti* stores specific limits for each postage *meter*. Thus, the limits are meter limits, not user limits as required by the claim language. As such, the relied upon portions of the references fail to teach the above recited claim language.

Moreover, *Bator* fails to cure this deficiency. The Applicant respectfully points out that the claim requires that the parameters stored are parameters for *each* user of a *plurality* of users of *one* meter. The Office Action admits that *Liechti* fails to separately store information for each user of a plurality of users of a meter and relies on *Bator* as teaching the claim. Office Action at 6 and 9. However, the cited portions of *Bator* do not separately store information for each user of a plurality of users of a meter.

As explained above, *Bator* stores meter licenses for each meter account 50_{1-M}. Each meter license pertains to its corresponding meter and is stored in the corresponding meter account 50. The meter license of *Bator* is not taught as being separately stored for each user of a plurality of users of the corresponding meter. Instead, the meter license is stored only once, in its corresponding meter account 50. Said another way, the information of *Bator* is not stored on a user by user basis; rather, the meter license is stored on a meter by meter basis. As such, the information stored by *Bator* (e.g. the meter license) is not separately stored for each user of a plurality of users of a meter.

As such, the cited combination fails to teach the claims. Thus, Applicant requests the rejections of record be withdrawn and the claims be allowed.

Claim 29 recites “determining, based on the requesting user’s postage usage parameter, if sufficient postage is available to fulfill the request for the requesting user [of a plurality of users]; [and] determining if sufficient postage is available from an available postage balance of said postage meter used for evidencing postage to fulfill the request for the requesting user” *Liechti* does not disclose determining, based on the requesting user’s postage usage parameter, if sufficient postage is available to fulfill the request for the requesting user, as recited by claim 29. The Office Action asserts that *Liechti*’s termination of the meter’s ability to evidence postage when the ascending register reaches the postage amount limit describes this limitation of claim 29. However, this reliance is misplaced as *Liechti* does not explicitly teach a determination step based on the postage limit of a *user* out of a plurality of users. *Liechti*’s determination step is based on the postage limit of the *meter*, not the postage limit of the *user*. *Liechti* plainly states that “the value of the ascending register may not exceed the postage amount limit . . . and [t]he meter becomes inoperative as soon as the ascending register value is greater or equal to the postage limit. Only by

connection of the meter to data center 15, may a new postage amount limit be established.” Col. 5, lines 22-28. Accordingly, in *Liechti*, when the meter’s postage limit is reached, it is determined that the meter – not the requesting user – does not have sufficient postage available. Therefore, nothing in *Liechti* teaches performing a determination based on a parameter associated with a particular user out of a plurality of users of a meter. *Bator* is not relied upon as disclosing this limitation of claim 29. Consequently, the combination of *Liechti* and *Bator* does not disclose all elements of the claimed invention. Therefore, Applicant respectfully asserts that for the above reasons, claim 29 is patentable over the 35 U.S.C. § 103 rejection of record.

Dependent **claims 9-11, 13, and 36-37** each depend from independent claim 8. “If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988).” MPEP 2143.03. As explained above, claim 8 is nonobvious; thus, dependent claims 9-11, 13, and 36-37 are likewise nonobvious. Thus, Application requests the rejection of record be withdrawn and the claims be allowed. Moreover, the claims include limitations which further distinguish the claims from the cited references.

For example claim 9 recites “the parameter comprises: a maximum postage amount that the associated user of said plurality of users is allowed to use on the meter to evidence postage.” The Office Action relies on column 5, lines 5-9 of *Liechti* as teaching a postage amount limit. Office Action at 8. However, the limit in *Liechti* limits the postage amount a meter can evidence. *Liechti* sets meter limits, not user limits as required by the claim. As such, the relied upon teachings fail to disclose limitations of the claim.

In another example, claim 10 requires “the parameter comprises: a period of time during which the associated user of said plurality of users is allowed to use the meter to evidence postage.” The Office Action relies on *Liechti* as teaching the limitation. Office Action at 8. Again, *Liechti* sets meter limits, not user limits as required by the claim. As such, the relied upon teachings fail to disclose limitations of the claim.

In yet another example, claim 11 requires “the parameters include: a maximum postage amount that a selected user of said plurality of users is allowed to use on the meter to

evidence postage during a selected period of time.” The Office Action relies on *Liechti* as teaching the limitation. Office Action at 8. Again, *Liechti* sets meter limits, not user limits as required by the claim. As such, the relied upon teachings fail to disclose limitations of the claim.

Dependent **claims 30-33** each depend from independent claim 29. “If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988).” MPEP 2143.03. As shown above, claim 29 is nonobvious; thus, claims 30-33 depending therefrom are likewise nonobvious. Accordingly, Application requests the rejections of record be withdrawn and the claims be allowed. Moreover, the claims include limitations that further distinguish the claims from the references.

For example, claim 31 recites “receiving a request to configure parameters for the requesting user [of said plurality of users]; and modifying postage usage limits in the postage usage database.” The Office Action relies on *Liechti* as teaching the limitation. Office Action at 12. Again, *Liechti* sets meter limits, not user limits as required by the claim. As such, the relied upon teachings fail to disclose limitations of the claim.

For example, claim 32 requires “the usage limit is at least one of: a maximum amount of postage that can be evidenced for the requesting user; a time period during which the requesting user is authorized to evidence postage; and a class of postage that the requesting user is authorized to evidence.” The Office Action relies on *Liechti* as teaching the limitation. Office Action at 12. Again, *Liechti* sets meter limits, not user limits as required by the claim. As such, the relied upon teachings fail to disclose limitations of the claim.

In another example, claim 33 recites “receiving a request to purchase postage for the requesting user; and adding a purchased postage value to the postage usage database for the requesting user.” The Office Action relies on *Liechti* as teaching the limitation. Office Action at 12. However, *Liechti* adds postage amounts to the meter, not a postage usage database for the requesting user. As such, the relied upon teachings fail to disclose limitations of the claim.

B. Rejection of claims 12, 15-22, and 38

Claims 12, 15-22, and 38 are rejected under 35 U.S.C. §103 as being unpatentable over *Liechti* in view of *Bator* in further view of *Manduley* US 2004/0098354 (hereinafter *Manduley*). Applicant traverses the rejection.

Claim 15 recites “at least one postage evidencing meter of said at least two postage evidencing meters separately storing at least one postage usage parameter for each user of a plurality of users; wherein said postage usage parameters define different postage evidencing limits with respect to each user of said plurality of users” The Office Action admits that *Liechti* does not teach storing separate information for each of a plurality of users and does not rely upon *Manduley* as disclosing this feature. Office Action at 15. Instead, the Office Action relies upon *Bator* as disclosing the claimed feature. Office Action at 14-17. However, this reliance is misplaced as *Bator* fails to disclose a meter separately storing at least one postage parameter for each user of a plurality of users.

As explained above regarding claim 1, *Bator* does not teach this limitation. *Bator* teaches Data Center 30 storing a plurality of meter accounts 50_{I-M}. However, because Data Center 30 is not a meter and because meter accounts 50_{I-M} are not parameters, *Bator* does not teach a meter comprising a plurality of parameters as claimed.

Moreover, while meter account 50 stores information, meter account 50 does not separately store information for each user of a plurality of users. As explained above, meter account 50 stores a single meter license for that meter account 50 but does not separately store information for each user or a plurality of users. See the similar discussion above with respect to claim 1. Thus, *Bator* fails to disclose at least this limitation. Consequently, the combination of *Liechti*, *Bator*, and *Manduley* does not disclose all elements of the claimed invention.

Moreover, contrary to the Office Action’s assertion, *Liechti* does not disclose storing a parameter for individual *users* of a postage meter. Rather, the system of *Liechti* stores specific limits for each postage *meter*. Thus, *Liechti*’s limits are meter limits, not user limits as required by the claim language. As such, the relied upon portions of the references fail to teach “at least one postage evidencing meter of said at least two postage evidencing meters

separately storing at least one postage usage parameter for each user of a plurality of users; wherein said postage usage parameters define different postage evidencing limits with respect to each user of said plurality of users”

Moreover, claim 15 requires “at least one postage usage parameter for at least one selected user of said plurality of users is exchanged between said meters via the communication link” The Office Action relies on paragraph [0039] of *Mandluey* as teaching the limitation; however, the cited portion of the references fails to teach the exchange between meters of a selected user’s usage parameter. *Mandluey*’s meters exchange meter funds, which universally apply to all users, not the usage parameters of a selected user of a plurality of users. Thus, *Mandluey* exchanges *meter* limits, not *user* limits as required by the claim. Therefore, the cited portions of the reference fail to teach the limitation. Further, the other relied upon references do not cure the deficiency; thus, the cited combination fails to teach “at least one postage usage parameter for at least one selected user of said plurality of users is exchanged between said meters via the communication link”

The cited references fail to teach the limitations of the claim. Thus, Applicant requests the rejections be withdrawn and the claim be allowed.

Dependent **claims 16-22 and 38** each depend from independent claim 15. “If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988).” MPEP 2143.03. As shown above, claim 15 is nonobvious; thus, claims 16-22, and 38 depending therefrom are likewise nonobvious. Accordingly, Application requests the rejections of record be withdrawn and the claims be allowed. Moreover, the claims include limitations that further distinguish the claims from the references.

For example, claim 16 requires “a maximum postage amount that the selected user is allowed to use on the meter to evidence postage.” The Office Action relies on *Liechti* as teaching the limitation. Office Action at 17. Again, *Liechti* sets meter limits, not user limits as required by the claim. As such, the relied upon teachings fail to disclose limitations of the claim.

In another example, claim 17 requires “the parameter comprises: a maximum amount of postage that can be evidenced by the selected user during a selected period of time.” The Office Action relies on *Liechti* as teaching the limitation. Office Action at 17. Again, *Liechti* sets meter limits, not user limits as required by the claim. As such, the relied upon teachings fail to disclose limitations of the claim.

In yet another example, claim 18 recites “ the parameter comprises at least one of: a maximum postage amount that the selected user is allowed to use on the meter to evidence postage; and a period of time during which the selected user is allowed to use the meter to evidence postage.” The Office Action relies on *Liechti* as teaching the limitation. Office Action at 17. Again, *Liechti* sets meter limits, not user limits as required by the claim. As such, the relied upon teachings fail to disclose limitations of the claim.

Dependent **claim 12** depends from independent claim 1 and thereby includes each of the limitations of claim 1. As shown above, claim 1 is not made obvious by *Liechti* in view of *Bator*; thus, the limitations of claim 1, which are included in claim 12 are likewise not taught by the references. Further, *Manduley* does not cure the deficiencies discussed above. Therefore, the cited combination fails to make obvious claim 12, and Applicant requests the claim be allowed.

IV. Conclusion

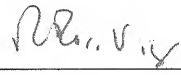
In view of the above, Applicant believes the pending application is in condition for allowance.

Applicant believes no fee is due with this response. Please charge any fees required or credit any overpayment during the pendency of this Application pursuant to 37 CFR 1.16 through 1.21 inclusive, and any other sections in Title 37 of the Code of Federal Regulations

that may regulate fees to Deposit Account No. 06-2380, under Order No.
61135/P023US/10303235 from which the undersigned is authorized to draw.

Dated:

Respectfully submitted,

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